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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re:	:	
	:	Chapter 11
DELPHI CORPORATION, et al.,	:	Case No. 05-44481 [RDD]
	:	
Debtors.	:	Jointly Administered
	:	
-----X	:	

**JOINT STIPULATION AND AGREED ORDER COMPROMISING  
AND ALLOWING PROOF OF CLAIM NUMBER 2468  
(3M COMPANY)**

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, including Delphi Automotive Systems LLC ("DAS LLC"), debtors and debtors-in-possession in the above-captioned cases (the "Debtors") and 3M Company ("3M") respectfully submit this Joint Stipulation And Agreed Order Compromising And Allowing Proof Of Claim Number 2468 (the "Stipulation") and agree and state as follows:

**WHEREAS**, on October 8, 2005 (the "Petition Date"), the Debtors filed

voluntary petitions under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended, in the United States Bankruptcy Court for the Southern District of New York; and

**WHEREAS**, on April 3, 2006, 3M filed proof of claim number 2468 (the "Proof of Claim") against Delphi, asserting an unsecured non-priority claim in the amount of \$517,747.63 (the "Claim"); and

**WHEREAS**, on September 21, 2007, the Debtors objected to Proof of Claim No. 2468 pursuant to the Debtors' Twenty-First Omnibus Objection Pursuant To 11 U.S.C. Section 502(B) And Fed. R. Bankr. P. 3007 To Certain (A) Duplicate Or Amended Claims, (B) Untimely Equity Claim, (C) Insufficiently Documented Claims, (D) Claims Not Reflected On Debtors' Books And Records, (E) Untimely Claims, And (F) Claims Subject To Modification, Tax Claim Subject To Modification, And Modified Claims Asserting Reclamation (Docket No. 9535) (the "Twenty-First Omnibus Claims Objection"); and

**WHEREAS**, on October 17, 2007, 3M filed its Response To Debtors' Twenty-First Omnibus Objection (Docket No. 10628) (the "Response"); and

**WHEREAS**, on January 2, 2008 to resolve the Twenty-First Omnibus Claims Objection with respect to the Claim, Delphi, DAS LLC and 3M entered into a settlement agreement (the "Settlement Agreement"); and

**WHEREAS**, pursuant to the Settlement Agreement, Delphi and DAS LLC acknowledge and agree that the Claim shall be allowed against DAS LLC in the amount of \$502,777.20 as: (i) a general unsecured non-priority claim in the amount of

\$468,439.26 and; (ii) a reclamation claim in the amount of \$34,337.94, subject to the Reserved Defenses (as defined by the Twenty-First Omnibus Claims Objection); and

**WHEREAS**, Delphi and DAS LLC are authorized to enter into the Settlement Agreement either because the Claim involves ordinary course controversies or pursuant to that certain Order Under 11 U.S.C. §§ 363, 502, And 503 And Fed. R. Bankr. P. 9019(b) Authorizing Debtors To Compromise Or Settle Certain Classes Of Controversy And Allow Claims Without Further Court Approval (Docket No. 4414) entered by this Court on June 29, 2006.

**NOW, THEREFORE**, in consideration of the foregoing, the Debtors and 3M stipulate and agree as follows:

1. The Claim shall be allowed in the amount of \$502,777.20 and shall be treated: (i) as an allowed general unsecured non-priority claim in the amount of \$468,439.26; and (ii) as a reclamation claim in the amount of \$34,337.94 against DAS LLC.
2. Notwithstanding anything set forth herein to the contrary, although a portion of the Claim shall be allowed as a reclamation claim in the amount of \$34,337.94, the Debtors reserve the right to seek a judicial determination that certain Reserved Defenses (as defined by the Twenty-First Omnibus Claims Objection) to such reclamation claim are valid and that such reclamation claim is not entitled to priority status.
3. The Response is hereby withdrawn.
4. The Settlement Agreement does not impact, alter or affect any other

proofs of claim that 3M has filed against the Debtors and relates solely to those matters arising out of or related to the Claim.

**(Signatures Continued on Following Page)**

Dated: New York, New York  
January 4, 2008

DELPHI CORPORATION, et al.,  
Debtors and Debtors-in-Possession,  
By their Bankruptcy Conflicts Counsel,  
TOGUT, SEGAL & SEGAL LLP,  
By:

/s/ Neil Berger

NEIL BERGER (NB-3599)  
A Member of the Firm  
One Penn Plaza, Suite 3335  
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(212) 594-5000

Dated: New York, New York  
January 3, 2008

3M COMPANY  
By its Counsel,  
KLESTADT & WINTERS, LLP  
By:

/s/ Patrick J. Orr

PATRICK J. ORR  
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New York, New York 10017-6314  
(212) 972-3000

**SO ORDERED**

This 11th day of January, 2008  
in New York, New York

/s/Robert D. Drain

HONORABLE ROBERT D. DRAIN  
UNITED STATES BANKRUPTCY JUDGE